

1 DALE L. ALLEN, JR., State Bar No. 145279
2 dallen@aghrlaw.com
3 WILLIAM ASPINWALL, State Bar No. 308919
4 waspinwall@aghrlaw.com
5 ALLEN, GLAESNER, HAZELWOOD & WERTH, LLP
6 180 Montgomery Street, Suite 1200
7 San Francisco, CA 94104
8 Telephone: (415) 697-2000
9 Facsimile: (415) 813-2045

10 Attorney for Defendants
11 CITY OF REDDING and GARRETT MAXWELL

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
551087.1

30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
20610
20611
20612
20613
20614
20615
20616
20617
20618
20619
20620
20621
20622
20623
20624
20625
20626
20627
20628
20629
20630
20631
20632
20633
20634
20635
20636
20637
20638
20639
20640
20641
20642
20643
20644
20645
20646
20647
20648
20649
20650
20651
20652
20653
20654
20655
20656
20657
20658
20659
20660
20661
20662
20663
20664
20665
20666
20667
20668
20669
20670
20671
20672
20673
20674
20675
20676
20677
20678
20679
20680
20681
20682
20683
20684
20685
20686
20687
20688
20689
20690
20691
20692
20693
20694
20695
20696
20697
20698
20699
206100
206101
206102
206103
206104
206105
206106
206107
206108
206109
206110
206111
206112
206113
206114
206115
206116
206117
206118
206119
206120
206121
206122
206123
206124
206125
206126
206127
206128
206129
206130
206131
206132
206133
206134
206135
206136
206137
206138
206139
206140
206141
206142
206143
206144
206145
206146
206147
206148
206149
206150
206151
206152
206153
206154
206155
206156
206157
206158
206159
206160
206161
206162
206163
206164
206165
206166
206167
206168
206169
206170
206171
206172
206173
206174
206175
206176
206177
206178
206179
206180
206181
206182
206183
206184
206185
206186
206187
206188
206189
206190
206191
206192
206193
206194
206195
206196
206197
206198
206199
206200
206201
206202
206203
206204
206205
206206
206207
206208
206209
206210
206211
206212
206213
206214
206215
206216
206217
206218
206219
206220
206221
206222
206223
206224
206225
206226
206227
206228
206229
206230
206231
206232
206233
206234
206235
206236
206237
206238
206239
206240
206241
206242
206243
206244
206245
206246
206247
206248
206249
206250
206251
206252
206253
206254
206255
206256
206257
206258
206259
206260
206261
206262
206263
206264
206265
206266
206267
206268
206269
206270
206271
206272
206273
206274
206275
206276
206277
206278
206279
206280
206281
206282
206283
206284
206285
206286
206287
206288
206289
206290
206291
206292
206293
206294
206295
206296
206297
206298
206299
206300
206301
206302
206303
206304
206305
206306
206307
206308
206309
206310
206311
206312
206313
206314
206315
206316
206317
206318
206319
206320
206321
206322
206323
206324
206325
206326
206327
206328
206329
206330
206331
206332
206333
206334
206335
206336
206337
206338
206339
206340
206341
206342
206343
206344
206345
206346
206347
206348
206349
206350
206351
206352
206353
206354
206355
206356
206357
206358
206359
206360
206361
206362
206363
206364
206365
206366
206367
206368
206369
206370
206371
206372
206373
206374
206375
206376
206377
206378
206379
206380
206381
206382
206383
206384
206385
206386
206387
206388
206389
206390
206391
206392
206393
206394
206395
206396
206397
206398
206399
206400
206401
206402
206403
206404
206405
206406
206407
206408
206409
206410
206411
206412
206413
206414
206415
206416
206417
206418
206419
206420
206421
206422
206423
206424
206425
206426
206427
206428
206429
206430
206431
206432
206433
206434
206435
206436
206437
206438
206439
206440
206441
206442
206443
206444
206445
206446
206447
206448
206449
206450
206451
206452
206453
206454
206455
206456
206457
206458
206459
206460
206461
206462
206463
206464
206465
206466
206467
206468
206469
206470
206471
206472
206473
206474
206475
206476
206477
206478
206479
206480
206481
206482
206483
206484
206485
206486
206487
206488
206489
206490
206491
206492
206493
206494
206495
206496
206497
206498
206499
206500
206501
206502
206503
206504
206505
206506
206507
206508
206509
206510
206511
206512
206513
206514
206515
206516
206517
206518
206519
206520
206521
206522
206523
206524
206525
206526
206527
206528
206529
206530
206531
206532
206533
206534
206535
206536
206537
206538
206539
206540
206541
206542
206543
206544
206545
206546
206547
206548
206549
206550
206551
206552
206553
206554
206555
206556
206557
206558
206559
206560
206561
206562
206563
206564
206565
206566
206567
206568
206569
206570
206571
206572
206573
206574
206575
206576
206577
206578
206579
206580
206581
206582
206583
206584
206585
206586
206587
206588
206589
206590
206591
206592
206593
206594
206595
206596
206597
206598
206599
206600
206601
206602
206603
206604
206605
206606
206607
206608
206609
206610
206611
206612
206613
206614
206615
206616
206617
206618
206619
206620
206621
206622
206623
206624
206625
206626
206627
206628
206629
206630
206631
206632
206633
206634
206635
206636
206637
206638
206639
206640
206641
206642
206643
206644
206645
206646
206647
206648
206649
206650
206651
206652
206653
206654
206655
206656
206657
206658
206659
206660
206661
206662
206663
206664
206665
206666
206667
206668
206669
206670
206671
206672
206673
206674
206675
206676
206677
206678
206679
206680
206681
206682
206683
206684
206685
206686
206687
206688
206689
206690
206691
206692
206693
206694
206695
206696
206697
206698
206699
2066100
2066101
2066102
2066103
2066104
2066105
2066106
2066107
2066108
2066109
2066110
2066111
2066112
2066113
2066114
2066115
2066116
2066117
2066118
2066119
2066120
2066121
2066122
2066123
2066124
2066125
2066126
2066127
2066128
2066129
2066130
2066131
2066132
2066133
2066134
2066135
2066136
2066137
2066138
2066139
2066140
2066141
2066142
2066143
2066144
2066145
2066146
2066147
2066148
2066149
2066150
2066151
2066152
2066153
2066154
2066155
2066156
2066157
2066158
2066159
2066160
2066161
2066162
2066163
2066164
2066165
2066166
2066167
2066168
2066169
2066170
2066171
2066172
2066173
2066174
2066175
2066176
2066177
2066178
2066179
2066180
2066181
2066182
2066183
2066184
2066185
2066186
2066187
2066188
2066189
2066190
2066191
2066192
2066193
2066194
2066195
2066196
2066197
2066198
2066199
2066200
2066201
2066202
2066203
2066204
2066205
2066206
2066207
2066208
2066209
2066210
2066211
2066212
2066213
2066214
2066215
2066216
2066217
2066218
2066219
2066220
2066221
2066222
2066223
2066224
2066225
2066226
2066227
2066228
2066229
2066230
2066231
2066232
2066233
2066234
2066235
2066236
2066237
2066238
2066239
2066240
2066241
2066242
2066243
2066244
2066245
2066246
2066247
2066248
2066249
2066250
2066251
2066252
2066253
2066254
2066255
2066256
2066257
2066258
2066259
2066260
2066261
2066262
2066263
2066264
2066265
2066266
2066267
2066268
2066269
2066270
2066271
2066272
2066273
2066274
2066275
2066276
2066277
2066278
2066279
2066280
2066281
2066282
2066283
2066284
2066285
206

1 and use extends only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles. The parties further acknowledge, as set forth in Local Rule
3 141.1, this Stipulated Protective Order does not entitle or require them to file confidential
4 information under seal; Civil Local Rule 141 sets forth the procedures that must be followed and
5 the standards that will be applied when a party seeks permission from the court to file material
6 under seal.

7 2. DEFINITIONS

8 2.1 Challenging Party: a Party that challenges the designation of information or items
9 under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
11 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
12 of Civil Procedure 26(c). and for which public disclosure is likely to result in a particularized
13 harm, or is privileged under law, and/or violates privacy or official information, interest
14 recognized by law, or is otherwise entitled to protection.

15 The parties contemplate that this Confidential Information may include but is not limited
16 to:

- 17 a. Peace officer personnel file records (as defined by California State law) excluding
18 training records and all witness statements, and tangible or electronic data (such as
19 dispatch records, photographs, video or audio recordings, photographs surveillance
20 camera recordings, factual summaries, test logs) specifically related to the incident in
21 question in this matter;
- 22 b. Autopsy photos of the decedent;
- 23 c. Videos depicting private matters;
- 24 d. Medical and /or mental health records;
- 25 e. Unredacted social security numbers or any other similar sensitive identifying
26 information,
- 27 f. Home addresses of any Party or Witness;
- 28 g. Family photographs; and

h. Information concerning the financial assets of any party.

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: The that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.10 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

111

1 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
2 "CONFIDENTIAL."

3 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only Protected Material
7 (as defined above), but also (1) any information copied from Protected Material; (2) all copies,
8 excerpts, summaries, or compilations of Protected Material that reveal the source of the Protected
9 Material or that reveal specific information, i.e., the raw data gleaned from protected documents,
10 entitled to confidentiality under this stipulated order; and (3) conversations, or presentations by
11 Parties or their Counsel that might reveal Protected Material. However, the protections conferred
12 by this Stipulation and Order do not cover the following information: (a) any information that is
13 in the public domain at the time of disclosure to a Receiving Party or becomes part of the public
14 domain after its disclosure to a Receiving Party as a result of publication not involving a violation
15 of this Order, including becoming part of the public record through trial or otherwise; and (b) any
16 information known to the Receiving Party prior to the disclosure or obtained by the Receiving
17 Party after the disclosure from a source who obtained the information lawfully and under no
18 obligation of confidentiality to the Designating Party (c) any information which ~~which~~ is
19 mandated to be made available to the public pursuant to California State law.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations imposed by
22 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
23 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
24 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
25 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
26 including the time limits for filing any motions or applications for extension of time pursuant to
27 applicable law.

28 ///

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
3 or Non-Party that designates information or items for protection under this Order must take care
4 to limit any such designation to specific material that qualifies under the appropriate standards
5 including Rule 26 of the Federal Rules of Civil Procedure and Eastern District Local Rule 141.1.
6 The Designating Party must designate for protection only those parts of material, documents,
7 items, or oral or written communications that qualify – so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are not swept
9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
11 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
12 unnecessarily encumber or retard the case development process or to impose unnecessary
13 expenses and burdens on other parties) expose the Designating Party to sanctions.

14 If it comes to a Designating Party’s attention that information or items that it designated
15 for protection do not qualify for protection, that Designating Party must promptly notify all other
16 Parties that it is withdrawing the mistaken designation.

17 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
18 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
19 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
20 designated before the material is disclosed or produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents, but
23 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
24 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a
25 portion or portions of the material on a page qualifies for protection, the Producing Party also
26 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
27 margins). If a watermark or background screen is used to indicate that the material is
28 confidential that watermark or screen shall not interfere with the document’s legibility.

1 A Party or Non-Party that makes original documents or materials available for inspection
2 need not designate them for protection until after the inspecting Party has indicated which
3 material it would like copied and produced. During the inspection and before the designation, all
4 of the material made available for inspection shall be deemed "CONFIDENTIAL." After the
5 inspecting Party has identified the documents it wants copied and produced, the Producing Party
6 must determine which documents, or portions thereof, qualify for protection under this Order.
7 Then, before producing the specified documents, the Producing Party must affix the
8 "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or
9 portions of the material on a page qualifies for protection, the Producing Party also must clearly
10 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

11 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
12 Designating Party identify on the record, before the close of the deposition, hearing, or other
13 proceeding, all protected testimony.

14 (c) for information produced in some form other than documentary and for any other
15 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
16 or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a
17 portion or portions of the information or item warrant protection, the Producing Party, to the
18 extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
20 designate qualified information or items does not, standing alone, waive the Designating Party's
21 right to secure protection under this Order for such material. Upon timely correction of a
22 designation, the Receiving Party must make reasonable efforts to assure that the material is
23 treated in accordance with the provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at
26 any time. Unless a prompt challenge to a Designating Party's confidentiality designation is
27 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
28 significant disruption or delay of the litigation, a Party does not waive its right to challenge a

1 confidentiality designation by electing not to mount a challenge promptly after the original
2 designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
4 process by providing written notice of each designation it is challenging and describing the basis
5 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
6 notice must recite that the challenge to confidentiality is being made in accordance with this
7 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
8 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
9 forms of communication are not sufficient) within 14 days of the date of service of notice. In
10 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
11 designation was not proper and must give the Designating Party an opportunity to review the
12 designated material, to reconsider the circumstances, and, if no change in designation is offered,
13 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
14 stage of the challenge process only if it has engaged in this meet and confer process first or
15 establishes that the Designating Party is unwilling to participate in the meet and confer process in
16 a timely manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
18 intervention, the Designating Party shall file and serve a motion to retain confidentiality in
19 compliance with Civil Local Rule 141 within 21 days of the initial notice of challenge or within
20 14 days of the parties agreeing that the meet and confer process will not resolve their dispute,
21 whichever is earlier. Each such motion must be accompanied by a competent declaration
22 affirming that the movant has complied with the meet and confer requirements imposed in the
23 preceding paragraph. Failure by the Designating Party to make such a motion including the
24 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
25 confidentiality designation for each challenged designation. In addition, the Challenging Party
26 may file a motion challenging a confidentiality designation at any time if there is good cause for
27 doing so, including a challenge to the designation of a deposition transcript or any portions
28 thereof. Any motion brought pursuant to this provision must be accompanied by a competent

1 declaration affirming that the movant has complied with the meet and confer requirements
2 imposed by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the Designating
4 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
5 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
6 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
7 file a motion to retain confidentiality as described above, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Producing Party's
9 designation until the court rules on the challenge.

10 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is disclosed or
12 produced by another Party in connection with this case only for prosecuting, defending, or
13 attempting to settle this litigation. Such Protected Material may be disclosed only to the
14 categories of persons and under the conditions described in this Order. When the litigation has
15 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a location and
18 in a secure manner that ensures that access is limited to the persons authorized under this Order.

19 7.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise ordered
20 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
21 information or item designated “CONFIDENTIAL” only to:

22 (a) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
23 reasonably necessary for this litigation and who have signed the “Acknowledgment and
24 Agreement to Be Bound” (Exhibit A);

25 (b) the court and its personnel;

26 (c) court reporters and their staff, professional jury or trial consultants, mock jurors, and
27 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (e) the author or recipient of a document containing the information or a custodian or
8 other person who otherwise possessed or knew the information.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
10 OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

19 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
20 Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

28 || //

1 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
3 Material to any person or in any circumstance not authorized under this Stipulated Protective
4 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
5 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
6 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
7 made of all the terms of this Order, and (d) request such person or persons to execute the
8 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

9 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently
12 produced material is subject to a claim of privilege or other protection, the obligations of the
13 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
14 provision is not intended to modify whatever procedure may be established in an e-discovery
15 order that provides for production without prior privilege review. Pursuant to Federal Rule of
16 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
17 communication or information covered by the attorney-client privilege or work product
18 protection, the parties may incorporate their agreement in the stipulated protective order
19 submitted to the court.

20 11. MISCELLANEOUS

21 11.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
22 seek its modification by the court in the future.

23 11.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
24 Order no Party waives any right it otherwise would have to object to disclosing or producing any
25 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
26 Party waives any right to object on any ground to use in evidence of any of the material covered
27 by this Protective Order.

28 ///

1 11.3 Filing Protected Material. If any Party intends to use Confidential Information in a
2 Court filing, at least seven (7) days' notice shall be given to all parties identifying the
3 Confidential Material that the party intends to utilize. In the event that a party believes that the
4 Confidential Material intending to be used should be filed under seal, then it shall be the burden
5 of the party desiring that the material be filed under seal to make that request to the Court. Parties
6 shall comply with the requirements of Eastern District Local Rule 141 and any other applicable
7 law in this regard. The Parties agree that a request to file under seal may be heard on shortened
8 time and/or by telephone or video conference.

9 12. FINAL DISPOSITION

10 Within 60 days after the final disposition of this action, as defined in paragraph 4, upon
11 written notification served by Producing or Designating Party, each Receiving Party must return
12 all Protected Material to the Producing Party or destroy such material. As used in this subdivision,
13 "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other
14 format reproducing or capturing any of the Protected Material. Whether the Protected Material is
15 returned or destroyed, the Receiving Party must submit a written certification to the Producing
16 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that
17 (1) identifies (by category, where appropriate) all the Protected Material that was returned or
18 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or any other format reproducing or capturing any of the Protected
20 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
21 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
22 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
23 consultant and expert work product, even if such materials contain Protected Material. Any such
24 archival copies that contain or constitute Protected Material remain subject to this Protective
25 Order as set forth in Section 4 (DURATION).

26 13. EASTERN DISTRICT LOCAL RULE 141.1 STATEMENT

27 In accordance with the provisions of Eastern District Local Rule 14.1, the parties state the
28 following.

(1) The information eligible for a protective order in this case are:

- a. Employee records which might otherwise be privileged;
- b. Law enforcement tactical and evaluative information; and
- c. Confidential information concerning the privacy of parties and third parties to this lawsuit.

(2) A particularized need exists as to these categories of information as follows:

- a. These records contain confidential and personal information;
- b. These records contain information that may constitute official information and could risk the safety and security of law enforcement officers if publicly disseminated; and
- c. These records contain information of third parties to this lawsuit that are confidential and personal in nature.

(3) A court order is needed to ensure the privacy and confidentiality of this information is
to remain enforceable

111

111

111

111

111

111

111

///

111

111

///

111

///

111

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2
3
4

5 Dated: December 29, 2022
6
7
8
9

Respectfully submitted,

ALLEN, GLAESSNER,
HAZELWOOD & WERTH, LLP

10 By: /s/ DALE L. ALLEN, JR.
11 DALE L. ALLEN, JR.
12 WILLIAM ASPINWALL
13 Attorney for Defendants
14 CITY OF REDDING and GARRETT
15 MAXWELL

16 Dated: December 29, 2022
17
18
19

Respectfully submitted,

LAW OFFICES OF DALE K. GALPINO

20 By: /s/ STEWART KATZ
21 STEWART KATZ
22 Attorney for Plaintiff
23 VERONICA McCLEOD

24 PURSUANT TO STIPULATION,
25
26

27 IT IS SO ORDERED.
28

Dated: December 29, 2022


29 JEREMY D. PETERSON
30 UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ of _____ [print or type full address], declare
4 under penalty of perjury that I have read in its entirety and understand the Stipulated Protective
5 Order that was issued by the United States District Court for the District of Eastern California on
6 _____, 2022 in the case of *McLeod v. Hernandez, et al*, Case No. 2:22-CV-
7 05585-WBS-JDP. I agree to comply with and to be bound by all the terms of this Stipulated
8 Protective Order and I understand and acknowledge that failure to so comply could expose me to
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
10 any manner any information or item that is subject to this Stipulated Protective Order to any
11 person or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the District of
13 Eastern California for the purpose of enforcing the terms of this Stipulated Protective Order, even
14 if such enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ of
16 _____ as my California agent for service of process in
17 connection with this action or any proceedings related to enforcement of this Stipulated Protective
18 Order.

19
20 Date: _____

21
22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____

27
28